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7 *Wal-Mart Stores, Inc.*

8 UNITED STATES DISTRICT COURT
9 DISTRICT OF NEVADA

10 JOSE HERNANDEZ-MALDONADO,

Case No.: 2:17-cv-02179-RFB-PAL

11 Plaintiff,

12 v.

13 WAL-MART STORES, INC. d/b/a
WALMART; DOES I-X, inclusive, and ROE
14 CORPORATIONS I-X, inclusive,

15 Defendant.

STIPULATED PROTECTIVE ORDER
BETWEEN PLAINTIFF JOSE
HERNANDEZ-MALDONADO AND
DEFENDANT WAL-MART STORES,
INC.

16 **STIPULATED PROTECTIVE ORDER**

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18 The parties to this action, Defendant Wal-Mart Stores, Inc. and Plaintiff Jose Hernandez-
19 Maldonado, by their respective counsel, hereby stipulate and request that the Court enter a stipulated
20 protective order as follows:

21 1. The Protective Order shall be entered pursuant to the Federal Rules of Civil Procedure
22 and applicable local rules for the United States District Court, District of Nevada

23 2. The Protective Order shall govern all materials agreed upon as "Confidential" by the
24 parties. Disclosed materials agreed to be confidential in nature shall be designated in writing as
25 "Confidential," and such designation may appear on the face each document or in a separate writing.

26 The parties hereby agree that maps/schematics of the subject Walmart store, including
27 maps/schematics pertaining to the placement of surveillance cameras shall be Confidential.
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1 3. Confidential Information shall be held in confidence by each party or his or her
2 representatives, attorneys, and agents for use solely for the purposes of this action and not for any
3 business purpose. Documents designated as confidential may not be disclosed to persons or parties
4 whose relationship to the dispute between the parties is not reasonably related to the prosecution or
5 defense of claims litigated.
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7 4. Each counsel shall be responsible for providing notice of the Protective Order and the
8 terms therein to persons to whom they disclose "Confidential" information as defined by the terms of
9 the Protective Order.

10 5. The parties will comply with Local Rule IA 10-5 and seek to file under seal any
11 Confidential materials included in any papers, motions, or pleadings to avoid the public disclosure of
12 said information.
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14 6. The termination of this action shall not relieve the parties and persons obligated
15 hereunder from their responsibility to maintain the confidentiality of information designated
16 confidential pursuant to this Order.

17 7. After the final adjudication or resolution of this Lawsuit ("final adjudication" will
18 include the resolution of any appeals), a party may make a written demand to the other party for the
19 return of confidential materials, including all copies and reproductions thereof. The party receiving the
20 written demand shall have thirty (30) days from receipt of the written demand to comply with same.
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8. Nothing in the Protective Order shall be deemed to preclude any party from seeking and obtaining, on an appropriate showing, a modification of this Order.

9. DATED this 31st day of October, 2017.

/s/ David Menocal

David Menocal, Esq.
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1149 S. Maryland Pkwy
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Attorneys for Plaintiff
Jose Hernandez-Maldonado

/s/ Ryan Kerbow

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*Attorneys for Defendant
Wal-Mart Stores, Inc.*

The terms of the above stipulation for a protective order by and between Defendant Wal-Mart Stores, Inc. and Plaintiff Jose Hernandez-Maldonado, by their respective counsel, shall hereby be the ORDER of this Court.

DATED this 2nd day of November, 2017

Terry A. Green

UNITED STATES MAGISTRATE JUDGE